

Return policy

I. General provisions

1. This Return policy regulates and determines mutual rights and obligations in connection with the receipt, registration and handling of complaints filed by Customers regarding the correctness and quality of services provided by Nelectra s.r.o., registered office: Kopčianska 10, 85101 Bratislava, ID 47050535, registered in the Commercial Register kept at the Bratislava I District Court, Section: Sro, File No. 88583 / B (hereinafter referred to as the Provider), by which the Customer claims his rights or interests protected by law, the procedure for claiming services offered and provided by the Provider for physical and legal entities (hereinafter referred to as Customer) who have entered into a contract with the Provider.
2. This Return policy is binding for both the Provider and the Customer. This Return policy constitutes, in accordance with Section 273 of Act no. 513/1991 Coll. of the Commercial Code, part of the contractual documentation concluded between the Customer and the Provider, while in case of conflict, the provisions of the relevant contract shall prevail.
3. By this Return policy the Provider informs the Customer of the scope, terms and conditions of the claim, including the information on where the claim can be filed.
4. This Return policy is published on the Provider's website.
5. At the moment of the payment of the price for the ordered service, the Customer declares that he was familiar with this complaint procedure.

II. Definitions

1. A **Service** means services offered by the Provider, namely consultations, training, maintenance, software and other related services according to the subject of business of the Provider registered in the Commercial Register.
2. A **Claim** means the exercise of the right of liability for defects in the service provided, i. against the quality of the Provider's product, as well as a duplicate payment claim.
3. **Claim handling** means the termination of the Claim procedure by removing the defect of the provided Service, replacing the Service with another, refunding the price charged for the provided Service, paying a reasonable discount from the price charged for the provided Service or reasonably refusing the Claim.

III. Asserting a Claim

1. The Customer is entitled to file a Claim about:
 - a) the quality of the Service provided,
 - b) the correctness of the price charged for the provided Service if he/she has reasonable doubt that the invoice for the Service was not issued in accordance with the Provider's contract and price list.
2. A Claim is not a Customer's request to identify a payment or identify a payer.
3. The Customer must file the Claim with the Provider without undue delay after having found the defect of the provided Service or the incorrectness of the billed amount, but no later than 30 days.

4. The Customer may file a claim according to point 1 of this article in writing
 - a) by mailing it to the Provider at the address of: Nelectra s.r.o.,Kopčianska 10, 85101 Bratislava
 - b) by e-mail only to the Provider's e-mail address info@nelectra.eu
5. Application of the Claim for the correctness of the charged (invoiced) price for the provided Service does not have a deferred effect on the payment, ie. does not relieve the Customer of the obligation to pay the invoice within the due date.
6. The Customer has the right to file a Claim with the Provider only for paid Services showing erroneous provision that could be caused by the Provider. The occurrence of the defect is determined at the moment when the Customer informs the Provider in a demonstrable form that errors have been detected.
7. In the case of filing a Claim in the form of a postal mail, the Customer's Claim filing shall be deemed delivered to the Provider at the moment of its receipt by the competent representative of the Provider.
8. The Customer shall document the Claim with all documents and materials resulting from the facts alleged by the Customer, specifying the rights that they believe have been violated by the Provider's procedure. In particular, the Claim must include the following:
 - a) Customer's identification data - the name, surname and address, resp. the registered office, identification number of the Customer in case of a legal entity and identification data of the natural person representing or acting on behalf of the Customer,
 - b) Customer's signature and date of filing a Claim
 - c) Reason for Filing a Claim and Customer requirements

9. If the Claim filing does not contain the aforementioned information, the Provider will ask the Customer in writing to complete and specify the necessary data within a specified period of time, advising that otherwise the Claim filing will not be investigated and the filing filed will be deferred. From the moment of the elimination of shortcomings of the Claim filing, new deadlines for its equipment are beginning to flow.

IV.Claim handling

1. The Provider shall decide on the eligibility of the Claim within 24 hours. In more complicated cases, it sets the deadline no later than 3 business days after the claim is filed. This time limit does not include the time necessary for the professional assessment of the claimed error. Claims may not exceed 30 calendar days. After this period, the Customer has the same rights as if it were an error that cannot be removed.
2. The Provider shall notify the Customer of the result of the Complaint's decision in writing, no later than 30 days from the date of filing the complaint by mail or e-mail.
3. The Customer has the right to withdraw from the Contract with the Provider if his Claim is not settled within the legal period.
4. In case of withdrawal from the contract, the customer is entitled to reimbursement of the price for the provided Service.
5. In the event of a Claim being accepted, the Provider is entitled to deduct the value of the handling fee from the price of the Service according to the valid price list.
6. The provision of a discount on the invoiced price will be applied taking into account the nature of the error, its duration and the possibility of further use of the Service. The amount of discount will be decided by the Provider.
7. In the event of an unauthorized Claim, the Provider has the right to charge the Customer for the costs incurred in connection with the product functionality investigation.

8. The Customer is obliged to pay the incurred costs within 30 days of the submission of the Report on the Claim.
9. Information obtained by the Provider as part of the Claim inquiry from its receipt, during its processing to the sending of a reply as well as documents acquired in this process are subject to the protection of personal data and the protection of business secrecy under the Commercial Code and the Personal Data Protection Act.

V. Duplicate payments

1. Duplicate payment means:
 - a) payment for the same product paid at the same amount
 - b) payment for the same or alternative product paid at different rates
 - c) payment for a product that has been paid in error (this is not a duplicate but a payment that the Customer made without a previous order).
2. The duplicate payment is returned to the Customer in full if the Provider or the Customer discovers this fact and asks the Provider to return it.
3. The time between receiving a duplicate payment and requesting a refund may not exceed 1 year. The period starts on the day of crediting the payment to the Provider's account.
4. The duplicate payment will be returned to the bank account from which it was sent.

VI. Final provisions

1. Any disputes between the Provider and the Customer shall be settled by agreement. If no agreement is reached between the parties involved, there will be a conciliation attempt. In case of failure, the dispute is settled by court.
2. In particular, the Provider is entitled to supplement this Return policy or to issue a new Return policy due to changes in the Provider's business policy or changes in legal regulations or on the basis of developments in the market or development of the legal and business environment or in the interest of the safe functioning of the company's system or risk minimization. The current text will be published on the website no later than 5 (five) days before its entry into force.
3. This Return policy comes into force on 17.04.2019.
4. The Provider reserves the right to amend this Return policy without prior notice.

Bratislava, 17.04.2019